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Collective Bargaining Agreements

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5-3-1964

## Food Employers, Inc. and Food and Drug Clerks Union Local 1092

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## Food Employers, Inc. and Food and Drug Clerks Union Local 1092

### Location

Portland, OR

### Effective Date

5-3-1964

### Expiration Date

4-29-1967

### Number of Workers

2500

### Employer

Food Employers, Inc.

### Union

Food and Drug Clerks Union

### Union Local

1092

### NAICS

44

### Sector

P

### Item ID

6178-010b038f018\_03

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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# FOOD AND DRUG CLERKS UNION, LOCAL 1092

404 Labor Temple, Portland, Oregon  
Capitol 8-0171

III x 4/67

## GROCERY, PRODUCE AND DELICATESSEN WORKING AGREEMENT

This agreement entered into this .....  
.....by and between .....

on behalf of its grocery store members employing persons in the classification listed herein, who are herein referred to as the "Employer" and Food and Drug Clerks Union, Local 1092, of the City of Portland, County of Multnomah, State of Oregon, herein referred to as the "Union".

### ARTICLE I

#### Recognition and Bargaining Unit

**Section 1.** The Employer recognizes the Union as the sole collective bargaining agent with respect to work, rates of pay, hours, and all other terms and conditions of employment covered by this Agreement for all employees in the appropriate bargaining unit herein defined:

The bargaining unit shall include all employees within the jurisdiction of Food and Drug Clerks Union, Local 1092, covered by the wage schedules and classifications listed herein, for all present and future stores of the Employer in Multnomah, Washington and Clackamas Counties, Oregon.

**Section 2.** There shall be only one (1) manager in any one store, but in every store there shall be designated one (1) person as manager. In addition, there may be one managerial employee exempt from the provisions of the agreement when mutually agreed to by both parties to this Agreement. Employees who are promoted to exempt managerial positions shall be granted an honorable withdrawal card from the Union upon written request, providing the employee is in good standing in the Union.

### ARTICLE II

#### Union Security

**Section 1.** It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement, shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union through regular payment of initiation

fees and dues to the Union. The Union agrees to accept as members all present and future employees on the same terms and conditions which governed the admission of present employees to membership.

**Section 2.** Upon the failure of any employee to comply with any provision of Article II, Section 1 of this Agreement, the Union may then notify the Employer in writing of such failure, and thereupon the employee shall neither be continued in employment thereafter, nor re-hired, until such employee is in good standing in the Union.

**Section 3.** The Employer agrees to deliver to each new employee a statement to be furnished by the Union outlining the Union Security provisions of this Agreement. The Employer agrees to send to the Union a record of the hiring of each new employee within seven (7) days of the day the new employee reports to work.

### ARTICLE III

#### Bargaining Unit Work

No receiving, marking, stocking, or displaying of employers merchandise shall be done by suppliers representatives, salesmen or other non-employees of the Employer. This shall not apply to drivers or driver-salesmen engaged in servicing the store with their own merchandise directly from the delivery vehicle, nor to servicing of bakery products by the supplier. This Article shall not operate to limit clerks' work.

### ARTICLE IV

#### Hours of Work, Overtime, Premium Time

**Section 1.** The basic straight time work week shall consist of forty (40) hours, to be worked in five (5) eight (8) hour days within an established seven-day work week.

**Section 2.** The basic straight time work day shall consist of eight (8) hours, to be worked consecutively, except for a scheduled uninterrupted meal period of not less than one-half ( $\frac{1}{2}$ ) hour nor more than one (1) hour at, as near as practical, the middle of the work shift.

**Section 3.** The basic straight time holiday work week shall consist of thirty-two (32) hours.

**Section 4.** Overtime is defined as: All work in excess of the hours heretofore specified. Overtime pay shall be at the rate of one and one-half ( $1\frac{1}{2}$ ) times the employee's regular hourly rate of pay, and shall not be compensated for by time off in lieu of wages.

**Section 5.** When an employee works six (6) days in a work week, time and one-half rate shall be paid for work on the day the least number of hours are worked.

### Section 6. Premium Hours.

(a) All work performed between 7:00 p.m. and 7:00 a.m. shall be compensated for at premium time of twenty-five cents (25c) per hour.

(b) All work performed on Sunday shall be compensated for at one and one-half times the employee's straight time hourly rate of pay.

(c) The twenty-five cent (25c) premium pay for night work and half time premium for Sunday work provided in (a) and (b) above, shall be in addition to any other compensation provided in this Agreement, except the night premium pay shall not be required on Sunday night in addition to Sunday premium.

**Section 7.** No store or section shall be open for sales between 11:00 p.m. and 7:00 a.m. and no member of the bargaining unit shall work in a store or section that is open for sales between 11:00 p.m. and 7:00 a.m.

**Section 8.** All work performed shall be on the following basis:

(a) Four (4) consecutive hours or less, one-half day's pay; over four (4) hours, and not more than eight (8) hours, a full day's pay. A meal period shall not be assigned during a half day of four hours or less.

(b) Delicatessen Sales Division employees shall be paid on the basis of four (4) hours or less, one-half day's pay; over four (4) hours on an hourly basis.

(c) No female or minor employee shall be required to work more than three (3) hours without a ten (10) minute rest period which will be scheduled on the Employer's time.

(d) Women shall not be allotted tasks disproportionate to their strength.

### Section 9.

(a) Weekly work schedules for employees will be posted by the Employer at least forty-eight (48) hours before the start of the work week. It is understood that the established work schedule may be changed as required by unexpected developments.

(b) Every employee who requests it shall have his work schedule adjusted so that he will be able to attend at least one union meeting per month.

(c) Split shifts shall not be scheduled by the Employer or worked by the employee.

## ARTICLE V

### Section 1.

The following is the minimum scale of wages mutually agreed upon, effective June 7, 1964:

#### Grocery and Produce Departments

	Effective June 7, 1964	
	Per Hour	Per 40-hour Week
<b>Apprentice Clerk</b>		
0 to 4 months experience		
(0 to 693 hours worked) .....	\$ 1.725	\$ 69.00
<b>Apprentice Clerk</b>		
4 to 8 months experience		
(693 to 1386 hours worked) .....	2.18	87.20
<b>Apprentice Clerk</b>		
8 to 12 months experience		
((1386 to 2080 hours worked) .....	2.50	100.00

#### Journeyman Clerk

Over 12 months experience .....	2.85	114.00
<b>Clerk in charge</b> .....	3.025	121.00

#### Delicatessen Sales

	Effective June 7, 1964	
	Per Hour	Per 40-hour Week
<b>Apprentice Clerk</b>		
0 to 4 months experience		
(0 to 693 hours worked) .....	\$ 1.575	\$ 63.00
<b>Apprentice Clerk</b>		
4 to 8 months experience		
(693 to 1386 hours worked) ....	1.955	78.20
<b>Apprentice Clerk</b>		
8 to 12 months experience		
(1386 to 2080 hours worked) .....	2.245	89.80
<b>Journeyman Clerk</b>		
Over 12 months experience .....	2.65	106.00
<b>Department Head</b> .....	2.85	114.00

The Employer agrees to the following option, effective January 1, 1965:

1. Increase the hourly wage rate for each classification listed above, by five cents (5c) per hour;

OR

2. Agrees to pay for each employee who has worked a minimum of eighty (80) hours during the preceding month, the sum of \$8.65 per month to the persons and at the time and place designated by the Joint Trustees of a Trust Fund established by Food & Drug Clerks Union, Local 1092, and Food Employers, Inc., to provide a program of dental care for covered employees and their dependents. The initial contribution to be in February, 1965, based on January hours worked. A trust agreement will be agreed upon and signed by representatives of the parties in compliance with all applicable Federal and State laws.

The Employer shall be notified of the union membership's decision on the above option not later than November 1, 1964.

The Employer agrees to the following option, effective September 1, 1965:

1. Increase the hourly wage rate for each classification listed above, by seven and one-half cents (7½c) per hour;

OR

2. Start contributing seven and one-half cents (7½c) on each hour for which an employee is paid, pursuant to this contract, except overtime hours, to the persons and at the time and place designated by the Joint Trustees of a Pension Trust Fund established by Food and Drug Clerks Union, Local 1092 and Food Employers, Inc., to provide retirement benefits for covered employees. The amount of Employer contribution will not exceed sixty cents (60c) per day; three dollars (\$3.00) per week; or thirteen dollars (\$13.00) per month per employee. The initial Employer contribution shall be in October, 1965, based on hours worked in September, 1965.

A Pension Trust Agreement will be negotiated between and executed by the parties hereto and it shall conform to all applicable State and Federal Laws.

The Employer shall be notified of the union membership's decision on the above option not later than August 1, 1965.

Effective May 1, 1966, contract hourly wage rates will be increased as follows:

#### Grocery and Produce Departments

Effective  
May 1, 1966

<b>Apprentice Clerk</b>	
0 to 4 months experience (0 to 693 hours worked) .....	—0—
<b>Apprentice Clerk</b>	
4 to 8 months experience (693 to 1386 hours worked) .....	.055
<b>Apprentice Clerk</b>	
8 to 12 months experience (1386 to 2080 hours worked) .....	.065
<b>Journeyman Clerk</b>	
Over 12 months experience .....	.075
<b>Clerk in Charge</b> .....	.075

#### Delicatessen Sales

<b>Apprentice Clerk</b>	
0 to 4 months experience (0 to 693 hours worked) .....	—0—
<b>Apprentice Clerk</b>	
4 to 8 months experience (693 to 1386 hours worked) .....	.055
<b>Apprentice Clerk</b>	
8 to 12 months experience (1386 to 2080 hours worked) .....	.065
<b>Journeyman Clerk</b>	
Over 12 months experience .....	.075
<b>Department Head</b> .....	.075

Effective October 30, 1966, contract hourly wage rates will be increased as follows:

#### Grocery and Produce Departments

Effective  
October 30, 1966

<b>Apprentice Clerk</b>	
0 to 4 months experience (0 to 693 hours worked) .....	—0—
<b>Apprentice Clerk</b>	
4 to 8 months experience (693 to 1386 hours worked) .....	.055
<b>Apprentice Clerk</b>	
8 to 12 months experience (1386 to 2080 hours worked) .....	.065
<b>Journeyman Clerk</b>	
Over 12 months experience .....	.075
<b>Clerk in Charge</b> .....	.075

#### Delicatessen Sales

<b>Apprentice Clerk</b>	
0 to 4 months experience (0 to 693 hours worked) .....	—0—
<b>Apprentice Clerk</b>	
4 to 8 months experience (693 to 1386 hours worked) .....	.055
<b>Apprentice Clerk</b>	
8 to 12 months experience (1386 to 2080 hours worked) .....	.065
<b>Journeyman Clerk</b>	
Over 12 months experience .....	.075
<b>Department Head</b> .....	.075

**Section 2.** Clerk in charge rate will be paid to the clerks whose duties include: (1) relieving the owner, or manager, or assistant manager, in the performance of their supervisory duties and/or (2) exercises supervision over the employees in the bargaining unit throughout the store, even though the owner, manager or assistant manager is present, and/or (3) to head produce clerks responsible for the general management and successful operation of a produce department.

**Section 3.** Employees completing 2080 hours of experience prior to their 21st birthday may remain in the 8 to 12 month experience bracket until their 21st birthday.

**Section 4.** All part-time employees shall receive hourly rates of pay based on accumulated experience as defined in Section 1 of this Article.

**Section 5.** Delicatessen sales employees shall devote their time exclusively to that department.

**Section 6.** All persons covered by this Agreement shall have at least one regular pay day each week, except that any employer shall be allowed five days beyond the end of the pay period in which to prepare the payroll. All remuneration shall be in cash or fully negotiable check.

**Section 7.** In the application of the wage provisions herein contained, a newly hired employee's prior experience in the retail grocery industry shall be recognized provided such experience has been during the ten (10) years immediately preceding the date of employment. Such experience may be subject to verification and a reasonable evaluation between the Union, the Employer and the employee.

**Section 8.** All claims for back wages or overtime not paid must be presented through the union to the employer in writing within thirty (30) days of the date the employee is paid for the period in which back wages or overtime is claimed; otherwise, the employee foregoes any right of appeal under this Agreement except as provided below:

(a) Wage increases due the employee, in accordance with hours worked with the present employer under the wage progression schedule in Section 1 of this Article.

(b) If the employer fails to comply with Section 3, Article II, the new employees wage rate shall be subject to back adjustment from the date of hire to the end of a thirty (30) day period following the new employee's application for membership in the union.

(c) Wage rates for new employees without any previous experience, that are established at less per hour than the minimum applicable contract rate, shall be subject to back adjustment for a maximum period of six (6) months from the date the employee is hired.

#### Section 9.

(a) It is the intent of the parties to maintain a ratio wherein not more than 20% of the total man hours scheduled or worked in an individual store by members of the bargaining unit shall consist of apprentice clerks (less than 2080 hours experience) or clerks receiving less than the journeyman rates of pay contained herein.

(b) This ratio shall be maintained among members of the bargaining unit within each company in conformance with (a) above.

(c) Nothing in this section shall require wage escalation of employees more rapidly than actual experience. The above ratio shall not be considered in new stores for the first 90 days of operation.

**Section 10.** No employee, who prior to the date of this Agreement was receiving more than the rate of wages designated in Section 1 of this Article shall suffer a reduction of wages through the operation of or because of the adoption of this Agreement.

## ARTICLE VI

### Student Employment

**Section 1.** The Employer shall be permitted to employ high school students at the beginning rate provided in the contract for under four (4) month's experience as long as such employee is still attending high school. This applies to summer employment of high school students as well as employment during the school year. If such employees continue to work after completion of high school, credit for experience gained while still in school shall be granted as follows: Less than two (2) months' actual time worked—no credit; over two (2) months' actual time worked—one-half credit under the regular progression schedule up to a maximum of eight (8) months' experience credit.

**Section 2.** Full time school students employed part time may be employed by the hour. This includes students school vacation periods.

## ARTICLE VII

### Holidays

**Section 1.** The following days shall be observed as Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. No store or section shall be open for sales on the above holidays and no member of the bargaining unit shall be employed on such days.

**Section 2.** In the event any of the above Holidays fall on Sunday, the following Monday shall be observed as the Holiday.

**Section 3.** Employees who work thirty-two (32) hours in a holiday week, and work all scheduled work days in the holiday week, shall be paid eight (8) hours' holiday pay. New employees must work prior to the holiday to be eligible for holiday pay.

**Section 4.** Regular employees who work twelve (12) hours or more in the holiday week and who work all scheduled work days in the holiday week, shall receive one (1) hour of holiday pay for each four (4) straight time hours worked in that week. Regular employees who would normally be employed in a holiday week shall not be laid off or replaced just to avoid payment of holiday pay.

**Section 5.** All stores and sections covered by this Agreement will close not later than 6:00 p.m. on Christmas Eve, December 24th.

## ARTICLE VIII

### Vacations

#### Section 1.

(a) All employees of the Employer shall be granted one (1) week's vacation with pay each

year provided that the employee has been in the employ of the Employer continuously one (1) year prior to such vacation.

(b) All employees of the Employer shall be granted two (2) weeks' vacation with pay each year provided the employee has been in the employ of the Employer continuously three (3) years prior to such vacation.

(c) All employees of the Employer shall be granted three (3) weeks' vacation with pay each year provided the employee has been in the employ of the Employer continuously nine (9) years prior to such vacation. Two (2) weeks of such vacation shall be consecutive and the third week may or may not be consecutive, as mutually agreed between Employer and employee.

(d) Effective January 1, 1965, all employees of the Employer shall be granted four (4) weeks' vacation with pay each year provided the employee has been in the employ of the Employer continuously fifteen (15) years prior to such vacation. Two (2) weeks of such vacation shall be consecutive and the third and fourth weeks may or may not be consecutive, as mutually agreed between Employer and employee.

(e) Any vacation for which the employee has qualified in accordance with the above is payable regardless of whether the employee is terminated for any reason prior to actual payment of vacation pay.

**Section 2.** Vacation period may be arranged at any time during the year that is mutually agreeable to employee and the Employer. Vacation may be assigned by the Employer so the assigned vacation period will not start before May 1, and will be completed by October 1.

**Section 3.** If a holiday occurs in an employee's vacation period, the employee will be granted an additional consecutive day's vacation or an extra day's pay in lieu thereof.

#### Section 4.

(a) Vacation pay will be paid before the start of the employee's vacation providing employees who want vacation pay before the start of their vacation shall so notify their Employer seven (7) days before the start of the vacation.

(b) The amount of vacation pay paid an employee will be the regular and overtime pay normally earned by the employee each week for at least ten (10) months of the year's time in which the employee qualified for the vacation.

**Section 5.** Employees in a store or section shall be given preference in the choice of vacation dates as far as practical on the basis of length of service with the Employer.

**Section 6.** Up to thirty (30) days of absence from work due to illness, emergencies, temporary lay-off, or authorized leave of absence shall be considered as time worked for the purpose of determining length of employment and computing full vacations.

#### Section 7.

(a) Any employee terminating his employment with the Employer after six (6) months and less than one (1) year of continuous employment shall be paid pro-rated vacation pay from his date of



employment, except as provided in paragraph (c) of this section.

(b) Any employee terminating his employment with the Employer after one (1) year or more of continuous employment will be paid pro-rated vacation pay from his last anniversary date of employment, based on the last vacation for which the employee qualified under Section 1 of this Article, except as provided in paragraph (c) of this section.

(c) Employees discharged for dishonesty, insobriety, or any other just cause shall not be entitled to pro-rated vacation pay.

#### Section 8.

(a) In the event the Employer sells his business, he agrees to pay all employees proportionate accrued vacation under this agreement to the date of the sale and to advise the new owner that he has operated the store under this Agreement.

(b) Any Employer signatory to this Agreement who purchases a store which is subject to this Agreement will thereafter, as to employees transferring from an old owner (without break in service except as defined in Section 6 above) and remaining continuously with the new owner for one (1) year, give credit for length of service accumulated with the prior owner in calculating vacation rights.

### ARTICLE IX Health and Welfare

#### Section 1.

(a) The Employer agrees to pay for each employee who has worked at least eighty (80) hours during the preceding month, the sum of \$15.50 per month to the persons and at the time and place designated by the joint trustees of the Food and Drug Clerks Health and Welfare Plan formed by the Union and Food Employers, Inc.

(b) The Employer agrees that effective November 1, 1964, the Employer contribution will be increased to \$17.25 per month, based on hours worked in October, 1964.

(c) The Employer agrees that effective November 1, 1965, the Employer contribution will be increased to \$19.00 per month based on hours worked in October, 1965.

(d) The Employer agrees that effective November 1, 1966, the Employer contribution will be increased to \$20.75 per month based on hours worked in October, 1966.

### ARTICLE X Sick Leave

Section 1. Each regular full time employee covered by this contract will earn sick leave at the rate of one-half day per calendar month worked and each regular part-time employee (one who has worked for the Employer one year or more and who has averaged 24 hours of work weekly for the year immediately preceding his anniversary date of employment) will earn sick leave on a proportion based upon his average hours worked in each month. Earned sick leave shall be cumulative up to 12 days. Each employee who has been in the service of his Employer for one year or more shall be entitled to use earned sick leave beginning with the fourth store operating day of his illness, except that in the event hospitalization might occur earlier than the

fourth day's absence, benefits will commence on the day hospitalization starts and thereafter up to and including the seventh store operating days of such illness. Sick leave allowance shall be used only for a bona fide illness of an employee as determined by a doctor.

Section 2. In the event that an employee is unable to work due to sickness or accident, he shall be re-employed at such time as he is able to resume his normal duties as a clerk.

### ARTICLE XI

#### Discharge, Layoff and Transfer

Section 1. The Employer reserves the right to discharge any person in their employ if incapable, incompetent, or other just cause.

Section 2. The Employer and the Union agree that discharges will be made in a fair and impartial manner, therefore:

(a) The parties to this Agreement here agree that a four-member committee shall be established and be continued for the duration of this collective bargaining Agreement. The composition of the committee shall be: Two (2) representatives of the Employer and two (2) representatives of the Union, none of whom are employed by the company involved. The members of the committee shall serve without compensation.

(b) The committee shall consider all discharges on which the Employer and the Union cannot agree have been handled fairly and impartially.

(c) The committee, by majority vote, shall have the authority to require reinstatement of an improperly discharged employee.

(d) The committee's conclusions and findings shall be set forth in writing.

Section 3. No person shall be discharged or discriminated against for upholding union principles or any person who works under the instruction of the union or who serves on a committee shall not lose his position or be discriminated against for this reason.

Section 4. The Employer agrees that in case of layoff or reduction of work schedule in a store, the reduction in work time shall not be accomplished by distribution among employees, and ability being equal, the Employer agrees that the last employee employed by the Employer shall be the first laid off or reduced.

Section 5. Any Employer operating more than one store shall have the privilege to transfer any employee from one store to another, provided such employee suffers no reduction in wages and that he be compensated for any loss of time and expense incurred by such transfer.

### ARTICLE XII

#### Jury Duty — Funeral Leave

Section 1. After one year's employment, regular full time employees who are called for service on a municipal, district or federal court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such services and the amount of straight time earnings lost by reason of such service up to a limit of eight hours per day and forty

hours per week; provided, however, that an employee called for jury duty, who is temporarily excused from attendance at court, must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half of his normal work day. In order to be eligible for such payments the employee must furnish a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received.

**Section 2.** Regular full time employees shall be granted one day off with pay at straight time, to attend the funeral of a deceased member of his immediate family if such funeral is on an employee's scheduled work day. Scheduled days off will not be changed to avoid payment for funeral leave. Immediate family shall be defined as spouse, son, daughter, mother, father, brother or sister.

## ARTICLE XIII General Regulations

**Section 1.** The Employer agrees to furnish uniforms or aprons. Any laundry expense for aprons, special uniforms or headwear, or purchase of same, shall be borne by the Employer.

**Section 2.** Protective rain jackets shall be provided for any employee required to perform work in the rain.

**Section 3.** The Employer agrees that employees shall not be required to contribute to charity or any other causes, nor shall quotas be established by the Employer, whether for an individual employee or group of employees, or suggested amounts of contributions be made by the Employer. Any contributions which may be made by employees for such purposes shall be purely voluntary.

**Section 4.** The Employer agrees to qualify all employees under the State Unemployment Compensation and State Industrial Accident Funds, or insurance of equal coverage.

**Section 5.** In cases of dissolution of a partnership, the remaining partner shall be expressly obligated to carry out the terms of this Agreement, regardless of whether or not he was signatory to the original Agreement.

## ARTICLE XIV Arbitration

### Section 1.

(a) Any grievance or dispute concerning the application or interpretation of this Agreement that cannot be amicably settled between the parties shall be prepared and submitted in writing to a committee consisting of one (1) member representing the Employer and one (1) member representing the Union. Should the two-man committee fail to reach agreement on the matter in dispute within ten (10) days of the date the committee was designated, they shall select within five (5) days a disinterested third party to act as arbitrator.

(b) In the event that the two-man committee fails to agree on a neutral third party within five (5) days, the Director of the Federal Mediation and Conciliation Service shall be called upon to provide a panel of seven (7) experienced arbitrators (living in the area requested) and each party shall alternately strike a name from the panel until one

remains. The person whose name remains shall serve as the arbitrator.

(c) The jurisdiction and authority of the arbitrator of the grievance shall be confined exclusively to the application or interpretation of a specific provision or provisions of the Agreement at issue between the Union and the company. This is not intended to limit the arbitrator's consideration of the entire contract in determining his award. The arbitrator's award, setting forth his interpretation or application of the Agreement to resolve the matter at issue, shall not change or alter the written language of the contract.

(d) The decision and award in writing of the arbitrator shall be final and binding on both parties to this Agreement.

(e) The expenses of the impartial arbitrator are to be borne equally by both parties.

(f) Both parties agree not to use strikes, lockouts, or other economic weapons to settle any grievances or disputes concerning the application or interpretation of this Agreement, but to settle them in the manner provided above. It is further understood that the duly authorized representatives of Local 1092 shall have the authority in behalf of the Union to enforce the terms of this Agreement.

## ARTICLE XV Separability

Should any portion of this Agreement be adjudged by the Supreme Court or other court of appropriate jurisdiction, to be in violation of any state or federal law, then such portion or portions shall become null and void and the balance of this Agreement remain in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation by the Court and to bring it into conformance therewith as soon as possible after notification.

## ARTICLE XVI Expiration and Renewal

This Agreement to be in effect from May 3, 1964, to midnight April 29, 1967.

It is agreed that this Agreement shall automatically be renewed to midnight of the Saturday nearest May 1 of subsequent years, without further notice by either party, provided that either party may open this Agreement for the purpose of discussing changes or revisions by giving notice in writing sixty (60) days prior to the 1967 expiration date, or any annual anniversary of said date, as calculated in accordance with this provision.

Dated at Portland, Oregon, this 17th day of June, 1964.

Signed by the Employer:

By .....

Signed by the Union:  
FOOD & DRUG CLERKS UNION,  
LOCAL 1092

By .....



AUG 12 1964

U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20210

July 27, 1964

Mr. George Lightowler, Secretary  
Retail Clerks International Association  
Local #1092  
404 Labor Temple  
Portland 1, Oregon

Dear Mr. Lightowler:

We have in our file of collective bargaining agreements a copy of your agreement(s) covering the Retail Food Stores (Grocery, Vegetable and Delicatessen) in Portland, Oregon. This agreement expired May 1964.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

Ewan Clague  
Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 2500
2. Number and location of establishments covered by agreement approximately  
300 Food outlets (grocery, supermarket) in tri-county metropolitan  
Portland area.
3. Product, service, or type of business \_\_\_\_\_
4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

GORDON SWOPE

(Your name)

FOOD &amp; DRUG CLERKS UNION

404 LABOR TEMPLE

404 Labor Temple

(Street)

PORTLAND 1, OREGON

SECRETARY-TREASURER

(Position)

Portland, Oregon 97201

(City and State)